

**AGREEMENT**

**Between**

**THE BOROUGH OF FAIR LAWN  
BERGEN COUNTY, NEW JERSEY**

**and**

**FAIR LAWN PBA LOCAL NO. 67**

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**JANUARY 1, 2009 THROUGH DECEMBER 31, 2014**

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**0.00 - PREAMBLE**

**0.01 THIS AGREEMENT**, made this day of \_\_\_\_\_, 2011 by and between the **BOROUGH OF FAIR LAWN**, a body politic and corporate of the State of New Jersey, hereinafter referred to as "The Employer" and the **FAIR LAWN POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL 67**, hereinafter referred to as the "PBA".

**0.02 WHEREAS**, the Employer and the PBA recognize that it will be to the benefit of both to promote mutual understanding and foster a harmonious relationship between the parties to the end that continuous and efficient service will be rendered to and by both parties,

**NOW THEREFORE**, it is agreed as follows:

**1.00 – EXISTING LAW**

**1.01** The provisions of this Agreement shall be subject to and subordinate to and shall not annul or modify applicable provisions of State and Federal Laws.

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## **2.00 – MANAGEMENT RIGHTS MAINTAINED**

**2.01** The Borough of Fair Lawn hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey, and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the Borough government and its properties and facilities and the activities of its employees;
2. To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions of continued employment, or assignments, to promote or transfer employees;
3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law;
4. To establish a code or rules and regulations of the Department for the operation of the Department;
5. Also included in this section are all other management rights as stated in the balance of this Agreement.

**2.02** Nothing contained herein shall be construed to deny or restrict the Borough of its exclusive right to administer the Department and control the work of its personnel, nor to deny or restrict the Borough in any of its rights, responsibilities and authority under N.J.S.A. 40A, or any other national, state or local laws or ordinances.

**2.03** All references to the Chief of Police shall be deemed to refer to the Police Director if the position of Chief of Police is not filled by permanent appointment.

### **3.00 – ASSOCIATION RECOGNITION**

**3.01** The Employer recognizes PBA Local 67 as the exclusive bargaining representative for the purpose of collective negotiations with respect to all negotiable items of employment of all Employees by the Employer's Police Department in the rank of Police Officer.

**3.02** No Employee shall be compelled to join the Association but shall have the option to voluntarily join said Association.

**3.03** The term "Police Officer" or "Employee" as used herein shall be defined to include the plural as well as the singular, and to include females as well as males.

#### **4.00 – ASSOCIATION REPRESENTATIVES**

**4.01** The Employer recognizes the right of the Association to designate two (2) representatives and two (2) alternates for the enforcement of this Agreement.

**4.02** The Association shall furnish the Employer in writing the names of the representatives and the alternates and notify the Employer of any changes.

**4.03** The authority of the representatives and alternates so designated by the Association shall be limited to, and shall not exceed, the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining Agreement.
1. The transmission of such messages and information which shall originate with, and are authorized by the Association or its Officers.

**4.04** The above designated Association representatives shall be granted time with pay during working hours to investigate and seek to settle grievances and to attend all meetings and conferences on collective negotiations with Employer officials.

**4.05** Space shall be provided by the Borough to the PBA for use as a Union Office. The PBA shall be responsible for furnishing and maintaining the space. The Borough may recapture the space if vital Borough services require the use of the space for other purposes.

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### **5.00 – NO STRIKE PLEDGE**

**5.01** It is recognized that the need for continued and uninterrupted operation of the Borough's department and agencies is of paramount importance to the citizens of the community, and that there should be no interference with such operation.

**5.02** The Association covenants and agrees that neither the Association nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike, i.e., the concerted failure to report for duty, or willful absence of an Employee from his position, or stoppage of work or abstinence in whole or in part from the full and proper performance of the Employee's duties of employment, work stoppage, slowdown or walkout against the Borough.

**5.03** The Association agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown or other activity aforementioned, including but not limited to, publicly disavowing such action and directing all such members who participate in such activities to cease and desist from same immediately and return to work, or such other steps as may be necessary under the circumstances, and to bring about compliance with its order.

**5.04** In the event of a strike, slowdown or walkout, it is covenanted and agreed that participation in any such activity by the Association member shall entitle the Borough to take appropriate disciplinary action including, but not limited to, discharge in accordance with applicable law.

**5.05** Nothing contained in this Agreement shall be construed to limit or restrict the

Borough in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Association or its members.

## **6.00 – PRESERVATION OF RIGHTS**

**6.01** The Employer agrees that all benefits, terms and conditions of employment relating to the status of Employees, which benefits, terms and conditions of employment are not specifically set forth in this Agreement, shall be maintained at not less than the highest standards in effect at the time of the commencement of collective bargaining negotiations between the parties leading to the execution of this Agreement.

## **7.00 – RIGHTS OF EMPLOYEES**

**7.01** Members of the force hold a unique status as public Officers in that the nature of their office and employment involves the exercise of a portion of the Police power of the municipality.

**7.02** The security of the community depends to a great extent on the manner in which Police Officers perform their duty, and their employment is thus in the nature of a public trust.

**7.03** The wide ranging powers and duties given to the Department and its members involve them in all manner of contacts and relationships with the public.

**7.04** Out of these contacts may come questions concerning the actions of the members of the force.

**7.05** These questions may require investigation by Superior Offices designated by the Chief of Police and the Governing Body.

**7.06** In an effort to insure that these investigations are conducted in a manner which is conducive to good order and discipline the following rules are hereby adopted:

1. The interrogation of a member of the force under investigation shall be at a reasonable hour, preferably when the member of the force is on duty, unless the exigencies of the investigation dictate otherwise, in which event reassignment of the member of the force should be employed.
2. The interrogations shall take place at a location designated by the Chief of Police. Usually it will be at Police Headquarters or the location where the incident allegedly occurred.

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3. The member of the force under investigation shall be informed of the nature of the investigation before any interrogation commences, including the name of the complainant in a case of a serious breach or where charges may be brought. Sufficient information to reasonably apprise the member of the allegations should be provided.
4. The questioning shall be reasonable in length. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls, and rest periods as are reasonably necessary.
5. The member of the force shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment except to advise the officer of the potential penalties involved. No promise of reward shall be made as an inducement to answering questions.
6. The refusal to answer questions concerning non-criminal matters, or in any way cause a delay or interference with such non-criminal investigations may result in disciplinary action.
7. If a member of the force is under arrest or is likely to be, that is, if he is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to the current decisions of the United States Supreme Court.
8. In all cases, and at every step of the proceedings, in the interest of maintaining the usual high morale of the force, the Department shall afford an opportunity for a member of the force under investigation, if he so requests, to consult with his Association representative before being questioned concerning a violation of the Rules and Regulations during the interrogation of a member of the force. However, the proceeding shall not be delayed more than one hour to consult with his PBA representative or two (2) hours to consult with his lawyer.

9. The final results of such investigation shall be made available to the Employee investigated. This clause shall not be used to break the chain of evidence nor shall it be used to avoid normal routine reporting procedures.

10. Nothing in Section 7.06 shall permit any Employee to fail or refuse to immediately submit an accurate and detailed written report concerning his official action while on duty.

**7.07** The Police Officers Bill of Rights, known as the Law Enforcement Officers Protection Act, P.L. 1996, Chapter 115, is incorporated herein as if recited verbatim and at length.

## **8.00 – DATA FOR FUTURE BARGAINING**

**8.01** The Employer agrees to make available to the Association all relevant data the Association may require to bargain collectively.

**8.02** The relevant data noted above shall include but shall not be limited to such items as salaries and benefits enjoyed by other Employee groups, the cost of various insurance and other programs, information concerning overtime worked by Employees, the total number of sick leave days utilized by Employees, the total number of injuries on duty, the total length of time lost as a result of injuries on duty and other data of a similar nature. However, the Employer shall incur no additional expense by virtue of this clause.

## **9.00 – SALARIES**

**9.01** The annual salary of all Employees covered by this Agreement shall be set forth in **Appendix "A-1"** and **Appendix "A-2."**

**9.02** The base annual salaries for the period covered by this Agreement shall, along with all other economic items, be deemed to be retroactive to January 1, 2009, unless otherwise specified, and any monies due Employees by virtue of this clause shall be paid as soon after the execution of this Agreement as practicable, after passage of salary ordinances.

**9.03** Salaries shall be paid bi-weekly and each pay check shall provide a breakdown and explanation with overtime check to specify date and time of accumulation.

**9.04** Nothing contained herein shall prevent the Employer from withholding salary or step increases except for valid reasons as provided by law.



## **10.00 – WORK DAY, WORK WEEK AND OVERTIME**

**10.01** The normal work day tour shall be eight (8) hours. The present practice as relates to the appropriate meal and rest periods as authorized by the Chief of Police shall continue.

**10.02** The Borough of Fair Lawn agrees that subject to the discretion and approval of the Chief of Police, it will not oppose implementation of a "5-2, 5-3" work schedule.

**10.03** Work in excess of the Employee's basic work week or tour for a day is overtime.

**10.04** Overtime shall be paid by the following rules: It shall be paid either as paid overtime compensation [time and one-half (1½)] or compensatory time.

**10.05** Compensatory time shall be computed at the rate of time and one-half.

**10.06** Compensatory time shall be utilized only upon prior request and prior approval of the Chief of Police or his/her designee. Each officer shall be entitled to accumulate compensatory time, not to exceed the maximum set forth in the Fair Labor Standards Act. Compensatory time shall not be carried over into the succeeding year. Approval of requests for use of such time shall not be unreasonably denied and shall be subject to the needs of the department.

**10.07** If the Employee chooses paid overtime compensation, he shall be paid for the overtime not later than the second pay period following the overtime worked.

**10.08** Any compensatory time not utilized by the Employee as of November fifteenth (15<sup>th</sup>) of each year shall be paid to him pursuant to the paid overtime compensation provision of this Agreement.

**10.09** The allowance time for being late for work shall be based on a six (6) month period.

**10.10** Officers shall notify the Chief of Police on a form to be established by the Department of all outside employment including duties, job location and hours thereof.

## **11.00 – HOURLY RATE**

**11.01** To compute the base hourly rate of an Employee for overtime or other purposes, the Employee's yearly base salary and his annual longevity payment benefits shall be added together and then divided by two thousand eighty (2,080) hours.

## **12.00 – COURT TIME**

**12.01** Court time, as referred to in this Article, shall consist of all time, excluding regular tour of duty, during which any Employee covered under this Agreement shall be required to attend a Municipal Court, Superior Court, Grand Jury proceeding, or other Court or Administrative Bodies as a result of his duty as a Police Officer. Civil Court time shall be included in the coverage of this clause.

**12.02** All such required court time in off duty hours shall be considered as overtime and Employees shall be compensated at time and one-half (1½), provided that any and all subpoena fees received by the Employee for his appearance or testimony, whether on or off duty, shall be turned over to the Borough immediately. As provided by law, no other witness fees may be charged or accepted.

**12.03** The maximum time to which an Employee may be entitled under this Article shall be the actual time required in Court each day in which the Employee is required to be in attendance, but in any event, not to exceed the hours from when the Employee is subpoenaed to appear and the hour on which he is excused or Court recessed for the day, whichever is the lesser time, plus one (1) hour for travel to and from any Court or Administrative Body other than one held within the Borough of Fair Lawn, for which no travel time shall be allowed, but in no event, shall an Employee be paid in excess of his daily rate of pay for any single appearance. In all circumstances, the minimum compensation for Court time shall be two (2) hours at the overtime rate, if off duty.

**12.04** In the event that the Employee's court appearance is a non-work day, he shall receive no more than (8) hours of overtime pay.

**12.05** No Employee covered by this Agreement shall issue a summons or sign a complaint setting the Municipal Court appearance for a date other than when he is scheduled for duty. If any such case is to be postponed, the Department reserves the right to request the Municipal Judge to reschedule such Court appearance on a date and time when the Officer is scheduled for duty.

### **13.00 – TRAINING DAY**

**13.01** All Employees covered by this Agreement who are ordered to attend any course in training shall be considered on duty and shall be compensated at straight time in addition to such out-of-pocket expenses as authorized by the Chief of Police and approved by the Borough Manager, provided, however, that no compensatory overtime shall accrue or be credited to the Employee when any such training program extends beyond the normal work day or work week.

**13.02** If the Employee fails to successfully complete a course and is required by the Department to retake the course then the Employee shall not receive additional compensation for retaking the course.

**13.03** All training pay shall be paid at the overtime rate [time and one-half (1 ½)] when the training is on the Employee's regular scheduled time off.

## **14.00 – SERVICE SCHOOL SELECTION**

**14.01** The Chief of Police will attempt to equalize the in-service school training opportunities afforded to all members in accordance with division assignments and on a "need to know" basis.

## **15.00 – RECALL**

**15.01** The Chief of Police or other person in responsible charge of the Police Department shall have the opportunity, in the event of work stoppage, slowdowns or other exigencies creating a shortage of personnel, to invoke emergency procedures; to cancel leaves; establish twelve (12) hour shifts or take such other action deemed necessary to meet the emergency as shall be determined within the sole discretion of such Officer in accordance with N.J.S.A. 40A:14-134.

**15.02** Whenever a recalled Employee shall be required to work more than eight (8) hours per day or forty (40) hours in a week, such Employee shall be compensated for such overtime in accordance with the Work Day, Work Week and Overtime Article of this Agreement. In that event all recalled Employees shall receive a minimum of two (2) hour's pay at the overtime rate.



## **16.00 – PRIORITY FOR OVERTIME**

**16.01** Under normal circumstances, the Employer agrees to utilize a rotating seniority roster of off duty Employees to cover necessary overtime when on duty personnel do not desire to hold over, provided, however, that the Association representatives shall furnish such a priority list to the Operation Officer not less than twenty-four (24) hours before the beginning of each twenty-eight (28) day working schedule, but upon his neglect or failure to do so, the Department will cover the shortage by the most expeditious means available and without regard to seniority.

**16.02** A rotating seniority list shall also be used for on duty personnel who may be required to hold over.

## **17.00 – SHIFT CHANGES**

**17.01** The Employer agrees that it will not indiscriminately adjust shifts so as to avoid overtime with the exception of widespread disorder or other incidents requiring, or reasonably expected to require, unusual Police activities over an extended period in order to meet the Borough's obligation to restore domestic tranquility or to bring such situation under acceptable control.

### **18.00 – LONGEVITY**

**18.01** In addition to all wages and other benefits, each Employee shall be entitled to a longevity payment as set forth in **Appendix "B"**.

**18.02** The said payments for longevity shall be paid on a bi-weekly basis to the Employees entitled to same.

## **19.00 – UNIFORMS**

**19.01** The Employer shall provide to new Employees, free of charge and in lieu of any additional allowance therefore, all items of Police uniform and equipment it requires the Employees to wear or utilize in the course of his duty assignments. This shall not apply to civilian clothing required for basic or advanced training or to such civilian clothing permitted to be worn.

**19.02** Thereafter, the Employer will provide, during the term of this Agreement, an allowance which shall be for the purpose of replacing any and all items as they become damaged, worn out or otherwise unserviceable, and it shall be the responsibility of each Employee to have at all times a complete and minimum inventory of such equipment and clothing as required by uniform regulations. The annual uniform allowance shall be Eight Hundred Fifty Dollars (\$850.00). The Employer shall issue a check to each Employee no later than April 15<sup>th</sup> each year.

**19.03** This payment shall be made to plainclothed as well as uniformed Employees. An assignment to plainclothed duty shall not relieve any Employee from his duty to have all required uniforms and equipment as required in said regulations.

**19.04** If the Employer decides to change the uniform or any part thereof, it shall provide to each Employee, free of charge, any such changed items.

## **20.00 – EDUCATION INCENTIVE**

**20.01** In addition to all other wages and benefits provided in this Agreement each Employee shall be entitled to an additional payment, if the Employee is qualified for same, pursuant to the qualifications and limitations as presently established. Refer to **Appendix "C"**.

## **21.00 – VACATIONS**

**21.01** The vacation allowance shall be pursuant to existing practice. See **Appendix "D"**.

**21.02** When in any calendar year, the vacation or any part thereof is not granted by reasons of pressure of Police activity, such vacation periods not granted shall accumulate and shall be granted the next succeeding year.

**21.03** If an Employee is on vacation and becomes sufficiently ill as to require hospitalization, he may have such period of illness and post hospital recuperation period charged against his sick leave at his option and upon proof of hospitalization and a physician's certificate.

**21.04** No Employee who is on vacation shall be recalled except during periods of critical shortage of personnel.

**21.05** Vacations may be taken in segments at the Employee's discretion pursuant to present practices.

**21.06** If an official holiday occurs during an Employee's authorized vacation, he will be entitled to an additional vacation day in lieu of the holiday.

**21.07** Vacations shall be selected on a seniority basis which shall be established by the Department. Once an Employee selects two (2) consecutive days of vacation under this clause, the next senior man shall make his selection, and so on, until the seniority list is exhausted, at which time, the process shall be continued.

**21.08** Vacation leaves for the platoons of the Patrol Division must be arranged so that at least one (1) Superior Officer is available for supervision on each shift, and the minimum number of outside men available in accordance with the priority coverage schedule for each tour as the same may be amended from time to time, provided, however, that not more than twenty (20%) percent of the complement of any platoon shall be on vacation leave at the same time.

**21.09** Any Employee who fails to indicate his first choice of available vacation periods prior to April 1<sup>st</sup>, when he is in a priority position to do so, the next senior man shall make his selection, and so on, until the seniority list is exhausted, at which time, the process shall be continued.

## **22.00 – HOLIDAYS**

**22.01** All Employees covered by this Agreement shall be entitled to and will receive fourteen (14) paid holidays per year, which shall entitle each Employee to have time off with pay on fourteen (14) working days.

**22.02** The fourteen (14) holidays noted herein shall be as set forth in the Borough of Fair Lawn's personnel policy.

**22.03** In addition to the regular paid holidays heretofore set forth, the Employees covered under this Agreement shall be entitled to such further paid holidays as may be declared from time to time by the Governing Body of the Borough of Fair Lawn.

**22.04** When an Employee works on a holiday, then all compensation for the work performed on the holiday shall be double the Officer's regular rate of pay (double time).

**22.05** Employees who work on Thanksgiving, Christmas, New Year's, Easter or Chanukah shall be granted a one (1) hour meal period where the needs of the Department permit. The celebration of Chanukah shall commence from sundown of its first night to sundown of its second night.

**22.06** Holidays will be compensated with respect to the actual day on which the holiday falls, not when the Borough celebrates the holiday, except Memorial Day, which shall be on the date the Borough celebrates the holiday.



### **23.00 – SICK LEAVE**

**23.01** All Employees covered by this Agreement shall be entitled to fifteen (15) sick days per year pursuant to existing practices. Unused sick days shall accumulate from year to year.

**23.02** Sick leave with pay is hereby defined as absence from post of duty of an Employee because of illness, injury or exposure to contagious disease, attendance upon a member of the Employee's immediate family seriously ill, requiring temporary care or attendance of such Employee. Sick leave to attend a member of the Employee's immediate family shall not exceed five (5) days, and a certificate of a reputable physician in attendance shall be required as sufficient proof of need of leave of absence. Whenever the Employer requires a certification from an Employee under this Article, then the cost and expense of obtaining said certification shall be paid by the Borough.

## **24.00 – WORK INCURRED INJURY**

**24.01** When an Employee covered under this Agreement shall become injured, ill or disabled from any cause so as to be physically unfit for duty, where such injury, illness or disability shall be evidenced by the certificate of a physician designated by the Employer to examine him, he/such Employee may be granted leave of absence with full pay not to exceed one (1) year commencing from date of injury, illness or disability.

**24.02** The Chief of Police, if the position is permanently filled, or the Borough Manager or their designee, may require an Employee who has been absent because of work incurred disability as a condition of his return to duty to be examined at the expense of the Borough by a physician designated by the Employer. Such examination shall establish whether the Employee is capable of performing his normal duties and that his return will not jeopardize his health, the health of other Employees or the safety of the public.

In the event that an employee has been absent because of a non-work incurred disability or injury, the Borough may require a return-to-work physical or a doctor's authorization if the officer has been absent for more than three consecutive days. If the employer designates the doctor who shall perform the physical or provide the authorization, the employer shall pay the doctor's fees with respect to same. If the officer selects the doctor, the officer shall pay the doctor's fees. Nothing in the foregoing shall prevent the employer from requiring the officer to go to an employer-selected doctor in the event that the employer is dissatisfied with the scope or substance of the employee-selected doctor's physical or authorization.

**24.03** In the event an Employee contends that he is entitled to a period of disability

beyond the period established by the treating physician, or a physician employed by the Employer or by its insurance carrier or if there is an issue as to the causal connection of the claimed disability with the work effort, then and in that event, the burden shall be upon the Employee to establish such additional period of disability by obtaining a judgment in the Division of Workers' Compensation or the final decision of the last reviewing Court shall be binding upon the parties.

**24.04** For the purpose of this Article, injury or illness incurred while the Employee is acting in any Employer authorized activity shall be considered in the line of duty.

**24.05** In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or as an injury on duty, the parties agree to be bound by the decision of an appropriate Workers' Compensation judgment, or, if there is an appeal therefrom, the final decision of the last reviewing Court.

## **25.00 – PERSONAL LEAVE**

**25.01** Each Employee shall have five (5) personal leave days per year. Four (4) of the five (5) personal leave days will be charged to accumulated sick leave. Each employee shall be entitled to use two (2) of the four (4) personal leave days as emergency leave in the same manner as sick leave. One (1) of the five (5) personal leave days will not be charged to accumulated sick leave and will be designated as "leave with pay" day. For the purpose of this clause, an Employee shall be required to advise his Superior of the reason for the personal leave days, and obtain approval of the Chief of Police or his/her designee.

**25.02** Employees must give the Chief of Police sixteen (16) hours' notice of their intention to take a personal leave day and must receive approval from the Chief to insure that the Employer has adequate personnel on hand to perform all necessary functions.

**25.03** A denial of the application for personal time under this Article by the Chief of Police shall only be made due to departmental needs.

**25.04** Personal leave time under this Article shall be granted in units of not less than four (4) hours for each occasion.

## **26.00 – BEREAVEMENT LEAVE**

**26.01** All permanent full time Employees covered by this Agreement shall be entitled to three (3) working days leave upon the death of a member of his immediate family. The officer shall notify the Chief of Police, within seven working days after the date of death and before leave is taken, when the officer intends to take bereavement leave pursuant to this section. The parties agree that bereavement leave shall be taken only for the funeral, memorial service, unveiling of the gravestone or similar events.

**26.02** Immediate family is defined as father, mother, spouse, child, foster child, sister, brother, domestic partner, step-children, step-parents, brother-in-law, sister-in-law, mother-in-law, father-in-law, grandmother, grandmother-in-law, grandfather-in-law of the Employee or the Employee's spouse and shall also include relatives of the Employee residing in the Employee's household.

**26.03** Such funeral leave shall not be charged against the Employee's vacation or sick leave.

**26.04** Any extension of absence under this Article, however, may be at the Employee's option and, with the consent of the Department Head, be charged against available vacation time or be taken without pay for a reasonable period.

**26.05** In the case of unusual circumstances not specifically covered in this Article, funeral leave may be granted or extended at the discretion of the Chief of Police or his designee.

## **27.00 – LEAVE OF ABSENCE**

**27.01** All permanent full time Employee covered by this Agreement may be granted a leave of absence without pay for a period not to exceed ninety (90) working days.

**27.02** The Employee shall submit in writing all facts bearing on the request to the Chief of Police or his designated representative who shall append his recommendations and forward the request to the Governing Body. The Governing Body shall consider each case on its merits and without establishing a precedent.

**27.03** This leave is subject to renewal for reasons of personal illness, disability or other reasons deemed proper and approved by the Employer.

**27.04** At the expiration of such leave, the Employee shall be returned to the position from which he is on leave and will receive such benefits as Civil Service may prescribe.

**27.05** The parties agree that the provisions of the federal Family and Medical Leave Act shall be followed with the understanding that in the event any contractual provision herein provides a greater benefit to the employee, then and in that event, the contractual provision shall prevail. Reference to the federal Family and Medical Leave Act relates solely to the mandatory provisions stated therein.

## **28.00 – MEDICAL COVERAGE DENTAL PLAN**

**28.01** The Employer will provide and pay for Blue Cross, Blue Shield Medallion Plan, Rider J. and Major Medical for Employees covered by this Agreement and their families.

**28.02** All increases in premiums during the term of this Agreement shall be borne entirely by the Employer.

**28.03** For Employees hired prior to July 26, 1988, continuation of these benefits after retirement shall be set forth under the Terminal Leave Plan (Ordinance No. 1696-97) attached as **Appendix "F"**, except that no Employee hired after July 26, 1988 shall be entitled to continuation of these benefits after retirement.

**28.04** Effective January 1, 1989, the Employer will provide and pay for a family Dental Plan equivalent to the "Delta Dental Plan", with a One Thousand (\$1,000.00) Dollars annual benefit limitation per person.

**28.05** An Employee retiring between July 26, 1988 and December 31, 1988 shall receive the dental package as part of the Terminal Leave Plan (**Appendix "F"**).

The Employer shall provide a plan of disability insurance for employees covered by this agreement. The cost of this insurance shall be shared equally by the Borough and the employee. The level of benefits under the disability plan shall be equivalent to the State plan currently in effect.

**28.07** During each year of this Agreement, the Borough shall reimburse employees in

the bargaining unit for the cost of an eye examination and/or prescription glasses, not to exceed a total payment of Two Hundred Dollars (\$200.00) every two (2) years per employee. This is an "employee" only benefit. Bills are to be submitted to the Borough by September 1<sup>st</sup> of each year, if possible.

**28.08** The Employer shall have the right to change carriers so long as equivalent coverage or superior coverage results.



## **29.00 – INSURANCE**

**29.01** The present insurance coverage or its equivalent will be continued, and a copy of such policy shall be furnished to the employee organization.

### **30.00 – LIFE INSURANCE**

**30.01** The Employer will provide, at its own cost and expense and without cost to the Employee, a life insurance policy in the face amount of Ten Thousand (\$10,000.00) Dollars per Employee.

### **31.00 – PRESCRIPTION DRUG PLAN**

**31.01** The Employer will continue to provide the Blue Cross, Blue Shield full family prescription drug plan with a Three (\$3.00) Dollar co-payment.

### **32.00 – BULLETIN BOARD**

**32.01** The Employer will authorize one (1) bulletin board for the use of the Association to be placed in a conspicuous location.

**32.02** The bulletin board shall be for the use of the Association for the posting of notice and bulletins pertaining to Association business and activities or matters dealing with the welfare of Employees.

**32.03** No matter may be posted without receiving permission of the officially designated Association representative.

**32.04** Any bulletins deemed detrimental to the operation of the Department of the Borough of Fair Lawn may be rejected for posting by the Chief of Police. However, approval for posting shall not be unreasonably withheld.

### **33.00 – CEREMONIAL ACTIVITIES**

**33.01** In the event a Police Officer in another Department in the State of New Jersey is killed in the line of duty, the Employer will permit at least two (2) off duty uniformed Police Officers of the Department to participate in funeral services for the said deceased Officer without compensation.

**33.02** Subject to the availability of same, the Police Chief may permit a Department Police vehicle to be utilized by the members in the funeral service.

**33.03** The Employer shall permit two (2) PBA representatives to attend Police Memorial Week in Washington, D.C. each year. The representatives who plan to attend shall provide at least sixty (60) days notice.

### **34.00 – PERSONNEL FILES**

**34.01** A separate personal history file shall be established and maintained for each Employee covered by this Agreement; personal history files are confidential records and shall be maintained in the office of the Chief of Police.

**34.02** Any member of the Police Department may by appointment review his personnel file, but his appointment for review must be made through the Chief of Police or his designated representative. In addition, the personnel file may be reviewed once a year by the Employee with his Commanding Officer at the request of the Employee.

**34.03** Whenever a written complaint concerning an Officer or his actions is to be placed in his personnel file a copy shall be made available to him, and he shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in his file.

### **35.00 – PENSION**

**35.01** The Employer shall provide a pension and retirement benefits to Employees covered by this Agreement pursuant to provision of the statutes and law of the State of New Jersey.

**35.02** The Employer will pay to the appropriate Police Retirement Fund all amounts which the Fund will accept on account of any payments made to Employees pursuant to this Agreement.

## **36.00 – GRIEVANCE PROCEDURE**

**36.01** To provide for the expeditious and mutually satisfactory settlement of grievance arising with respect to complaints occurring under this Agreement, the following procedures shall be used.

### **36.02 Definition**

This grievance procedure shall cover issues of application or interpretation of this Agreement and is meant to provide means by which Employees covered by this Agreement may appeal the interpretation, application or violation of policies, agreements, and administrative decisions affecting them including safety related issues. A grievance may be raised by an individual Employee, group of Employees, or the PBA.

Minor discipline shall be included in the scope of the grievance procedure. Minor discipline shall be defined as those actions in which the penalty is five (5) days suspension, or equivalent suspension, or any lesser penalty.

**36.03** The procedure for settlement of grievances shall be as follows:

#### **(A) STEP ONE**

In the event that any Employee or the Association on behalf of any group of Employees covered by this Agreement has a grievance within six (6) calendar days the grievance will be presented in writing to the Chief of Police. The Chief shall render a decision within seven (7) calendar days after the grievance was first presented to him. In the absence of the Chief of Police the grievance shall be presented to the



Acting Chief of Police in charge of the Department for determination.

## **STEP TWO**

If no satisfactory resolution of the grievance is reached at **STEP ONE**, then within four (4) calendar days the grievance shall be presented in writing to the Appointing Authority (Borough Manager). The Borough Manager may convene an informal conference involving the affected parties within seven days after the grievance is submitted to Step 2. The Borough Manager shall render a decision within seven calendar days after the grievance is submitted to Step 2 or after the informal conference, whichever occurs later.

## **STEP THREE**

If no satisfactory resolution of the grievance is reached at **STEP TWO**, then within ten (10) calendar days the grievance shall be presented in writing to the Mayor and Council. The Mayor and Council shall render a decision within fourteen (14) calendar days.

## **STEP FOUR – ARBITRATION**

(1) If no satisfactory resolution of the grievance is reached at **STEP THREE**, then within ten (10) calendar days the grievance shall be referred to the Public Employment Relations Commission for the selection of an Arbitrator, pursuant to the rules of said Commission. Only the PBA or the Borough has the right to request arbitration. The decision of the Arbitrator shall be final and binding upon the parties.

The expense of such arbitration shall be borne equally by the parties.

(2) The Arbitrator shall have no authority to add to or subtract from the Agreement. The Arbitrator shall have thirty (30) days within which to render his/her award, which must be in writing, which must set forth the reasons for making the award, the conclusions reached, and any statute or specific contract clause relied upon.

(3) It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) days after the decision rendered by the Employer's Governing Body or his representative on the grievance. Further, it is the intent of the parties that no matter in dispute that is subject to the review and/or the decision of the New Jersey Department of Personnel of the State of New Jersey may be submitted to arbitration. The parties herein direct the Arbitrator not to accept or to decide any matter in dispute that is subject to Civil Service Commission review and decision.

(4) No Employee covered by this Agreement may have the right to process his own grievance without his representative.

(5) The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed, then the disposition of the grievance at the last preceding step shall be deemed conclusive. Nothing herein shall

prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance at any step in the grievance procedure.

**(E)** The cost of the Arbitrator shall be shared by the parties.

**(F)** Legal fees and other costs be borne by each party who incurs said legal fees and other costs.

### **37.00 – SAVINGS CLAUSE**

**37.01** It is understood and agreed that if any portion of this Agreement or the application of this Agreement to any person or circumstance shall be invalid, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

**37.02** If any such provisions are so invalid, the Employer and the Association will meet for the purpose of negotiating changes made necessary by applicable law.

### **38.00 – OFF DUTY POLICE ACTION**

**38.01** Since all Police Officers are presumed to be subject to duty twenty-four (24) hours per day, the parties agree to the following:

- (1) Any lawful action taken by a member of the force within the Borough of Fair Lawn on his time off, which would have been taken by an Officer on active duty if present or available, shall be considered Police action, and the Employee shall have all the rights, benefits, and obligations concerning such action as if he were then on active duty.
- (2) The service hand gun furnished by the Department may be used while off duty but the Officer is wholly responsible for its proper and lawful use. Other personally owned off duty weapons must conform to such rules and regulations or general orders as are then in effect and the Employee shall be subject to such departmental, civil or criminal sanctions as permitted by law.

### **39.00 – MILEAGE ALLOWANCE**

**39.01** Whenever a sufficient number of Borough owned vehicles are not available for assigned duties and members or a member of the Department agrees to use his privately owned vehicle for patrol, surveillance purposes, or other assigned departmental duties, he shall be entitled to the accepted Borough allowance per mile for said use.

#### **40.00 – MATERNITY LEAVE**

**40.01** Maternity leaves not to exceed six (6) months may be granted at the request of a female Employee. Male Employees may be granted not exceeding two (2) days' leave to attend to their wives at the time of childbirth.

**40.02** Such leaves shall be without pay or may be charged to accumulated sick leave or other leaves of absence.

## **41.00 – SAFETY AND HEALTH**

**41.01** The Employer shall at all times maintain working conditions to insure maximum safety for all Employees and shall provide Employees with appropriate equipment and devices toward that end. It shall be the Employee's responsibility for the care and use of such equipment as required by departmental orders or regulation.



#### **42.00 – TELEPHONE/CELL PHONE**

**42.01** Each Employee is required by regulations to obtain a telephone/cell phone and to keep the Department informed of the number pursuant to existing practice. He shall also be informed to advise the Department of any change in address, residence or telephone/cell phone number within twenty-four (24) hours of such change.

### **43.00 – WORK SCHEDULE**

**43.01** The schedule showing the tour assignments shall have the full force and effect of departmental regulations and shall be posted at a conspicuous location and available for review by Employees no later than forty-five (45) days in advance of the beginning of each twenty-eight (28) day work period and the schedule shall remain posted throughout the shift. Changes in days off shall be permitted to individuals requesting same throughout the work period providing ample manpower is available. The present practice of switching by the Police Officers within a week shall be continued with the approval of the Chief or his designee.

**43.02** The work schedule shall be posted not less than forty-five (45) days prior to the scheduled shift and shall remain posted through the shift.

**44.00 – NO WAIVER**

**44.01** Except as otherwise provided in this Agreement, the failure to enforce any provision of this Agreement shall not be deemed a waiver thereof.

**44.02** This Agreement is not intended and shall not be construed as a waiver of any right or benefit to which the Employees or the Borough herein are entitled by law.

## **45.00 CHANGES AND MODIFICATIONS**

**45.01** Any changes or modifications in terms and conditions of employment as set forth in this Agreement shall be made only through negotiations with the Association.

**45.02** This Article shall in no way be intended to change, modify or restrict the exclusive rights of the Employer as provided in Article 2.00 hereof.

## **46.00 FACILITIES**

**46.01** All Police quarters shall have adequate air conditioning, heating, hot water, sanitary facilities, reasonably private locker rooms and adequate facilities for eating. Present facilities are deemed adequate.

**47.00 – TERMINAL LEAVE**

**47.01** Shall be set forth in Ordinance No. 1696-97 as annexed in "Appendix F".

## **48.00 – AGENCY SHOP AND DUES DEDUCTION**

**48.01** Any permanent Employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new permanent Employee who does not join within thirty (30) days of initial employment within the unit, and any permanent Employee previously employed within the unit who does not join within ten (10) days of re-entry into employment with the unit shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. This representation fee shall be in an amount equal to eighty-five (85%) percent of the regular Union membership dues, fees and assessments as certified to the Employer by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the Employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the Employer.

**48.02** The Employer agrees to deduct PBA dues for all members and to pay said dues over to the PBA on a monthly basis.

**48.03** The Union agrees that it will indemnify and save harmless the Borough against any and all actions, claims, demands, losses or expenses (including reasonable attorney's fees) in any matter resulting from action taken by the Borough at the request of the Union under this Article.

#### **49.00 – PBA BUSINESS**

**49.01** The Employer agrees to grant the necessary time off without loss of pay to three (3) PBA representatives (President, Vice President, Delegate or their Designee) to attend any State Conventions of the New Jersey Policemen's Benevolent Association. The Chief of Police shall approve the Designee, other than the President, Vice President, or Delegate. One representative shall be entitled to time off without loss of pay to attend the annual Bergen County Conference Convention.

**49.02** The elected PBA Delegate shall be permitted up to sixty (60) hours annually of time off to attend State and County conference PBA meetings.



## **50.00 – TERM OF CONTRACT**

**50.01** This Agreement shall be effective January 1, 2009 and shall have a term through December 31, 2014. The parties shall meet to negotiate a successor agreement pursuant to the rules of Public Employment Relations Commission.

**50.02** If a successor agreement is not executed by December 31 , 2014, then this Agreement shall continue in full force and effect until a successor agreement is executed.

### **51.00 – FULLY BARGAINED CLAUSE**

**51.01** This Agreement represents and incorporates the complete and final understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any matter which was or could have been the subject of negotiations. This Agreement shall not be modified in whole or in part by the parties except by a written instrument duly executed by both parties.

ATTEST:

James H. Kuraszewski

**BOROUGH OF FAIR LAWN:**

Lisa Swain  
Lisa Swain, Mayor

ATTEST:

Anthony Lugo

**FAIR LAWN POLICEMEN'S  
BENEVOLENT ASSOCIATION,  
LOCAL NO. 67**

David Boone  
David Boone, President

#### APPENDIX A-1

<u>Police Officer</u>	<u>1/1/09</u>	<u>1/1/10</u>	<u>1/1/11</u>	<u>1/1/12</u>	<u>1/1/13</u>	<u>1/1/14</u>
Minimum	\$38,587	\$38,973	\$39,752	\$40,547	\$41,460	\$42,392
Step 1	\$48,785	\$49,273	\$50,258	\$51,263	\$52,417	\$53,596
Step 2	\$64,410	\$65,054	\$66,355	\$67,682	\$69,205	\$70,762
Step 3	\$71,267	\$71,979	\$73,419	\$74,887	\$76,572	\$78,295
Step 4	\$78,121	\$78,903	\$80,481	\$82,090	\$83,937	\$85,826
Step 5	\$84,979	\$85,829	\$87,545	\$89,296	\$91,306	\$93,360
Step 6	\$91,836	\$92,754	\$94,609	\$96,501	\$98,673	\$100,893
Step 7	\$98,693	\$99,679	\$101,673	\$103,707	\$106,040	\$108,426

With the exception of Steps (1) and (2), the different salaries for Police Officers in each year from Steps 3 through 10 shall comprise equal annual increments. New Police Officers hired on or before July 1 shall receive their annual step increment on the following January 1. New Police Officers hired after July 1 shall wait until the next succeeding January 1 for their initial increment. All subsequent increments for Police Officers shall be effective January 1 of the succeeding year. In no event shall a Police Officer wait more than seven and one-half (7 1/2) years before reaching top pay. It is the intent of the parties that only a Police Officer who is hired after July 1 of each year may take up to seven and a half years (7 1/2 ) before reaching top pay. Police Officers hired prior to July 1 of each year will not take more than seven (7) years to reach top pay.

The "annual step increments" mentioned above for Police Officers shall follow the base pay upon appointment. The present practice for step increments shall continue.

## APPENDIX A-2

<u>Police Officer</u>	<u>1/1/10</u>	<u>1/1/11</u>	<u>1/1/12</u>	<u>1/1/13</u>	<u>1/1/14</u>
Academy Step <sup>1</sup>	\$34,500	\$35,190	\$35,894	\$36,701	\$37,527
Field Training Completion <sup>2</sup>	\$37,500	\$38,250	\$39,015	\$39,893	\$40,790
Step 1	\$44,973	\$45,872	\$46,790	\$47,843	\$48,919
Step 2	\$52,273	\$53,318	\$54,385	\$55,608	\$56,860
Step 3	\$65,054	\$66,355	\$67,682	\$69,205	\$70,762
Step 4	\$71,979	\$73,419	\$74,887	\$76,572	\$78,295
Step 5	\$78,903	\$80,481	\$82,091	\$83,938	\$85,826
Step 6	\$85,829	\$87,546	\$89,296	\$91,306	\$93,360
Step 7	\$92,754	\$94,609	\$96,501	\$98,673	\$100,893
Step 8	\$99,679	\$101,673	\$103,706	\$106,039	\$108,425

With the exception of Steps (1) and (2), the different salaries for Police Officers in each year from Steps 3 through 10 shall comprise equal annual increments. New Police Officers hired on or before July 1 shall receive their annual step increment on the following January 1. New Police Officers hired after July 1 shall wait until the next succeeding January 1 for their initial increment. All subsequent increments for Police Officers shall be effective January 1 of the succeeding year. In no event shall a Police Officers wait more than nine and one-half (9 ½) years before reaching top pay. It is the intent of the parties that only a Police Officer who is hired after July 1 of each year may take up to nine and a half years (9 1/2) before reaching top pay. Police Officers hired prior to July 1 of each year will not take more than nine (9) years to reach top pay.

<sup>1</sup> Upon graduation from Academy, move to Field Training Step

<sup>2</sup> Upon graduation from Field Training Program, move to Step 1

The "annual step increments" mentioned above for Police Officers shall follow the base pay upon appointment. The present practice for step increments shall continue.

**APPENDIX B**

**LONGEVITY**

Each Employee will receive longevity pay for one (1%) percent of each three (3) years of service and two (2%) percent for each five (5) years of service. Longevity credit will be computed for the first full calendar year thereafter.

## **APPENDIX C**

### **EDUCATION INCENTIVE**

As part of the salary ranges and longevity credit herein provided the minimum and maximum salaries for members of the Police Department shall be increased by the sum of Seventeen (\$17.00) Dollars for each credit hour completed in a recognized institution of higher education offering a program leading to a degree in Police Science. Such additional compensation shall not exceed, however, the sum of Two Thousand Two Hundred Fifty (\$2,250.00) Dollars for any calendar year, and shall be payable upon presentation to the Borough Manager of a proper certification from the institution attended by said member setting forth the number of credit hours completed on the conferring of an Associate or Baccalaureate Degree in Police Science.



**APPENDIX D**

**VACATIONS**

For services completed on or before July 1<sup>st</sup>:

One to Five Full Years.....	13 Working Days
Six to Ten Full Years.....	15 Working Days
Eleven to Fifteen Full Years.....	17 Working Days
Sixteen to Twenty Full Years.....	19 Working Days
Twenty-One to Twenty-Four Full Years.....	21 Working Days
Twenty-Five to Twenty-Nine Full Years.....	23 Working Days
Thirty and Over Full Years.....	25 Working Days

## APPENDIX E

### HOLIDAYS

Each Employee covered by this Agreement shall receive fourteen (14) paid holidays which shall be paid pursuant to prior practices.

**APPENDIX F**  
**TERMINAL LEAVE**

Borough Ordinance No. 1696-97

"AN ORDINANCE TO AMEND THE REVISED GENERAL ORDINANCES OF THE BOROUGH OF FAIR LAWN, 1981, BY AMENDING CHAPTER II ENTITLED, 'ADMINISTRATION', SPECIFICALLY SECTION 2-23.8, ENTITLED, 'CONTINUATION OF HOSPITAL AND MEDICAL INSURANCE COVERAGE.'"

Dated: September 9, 1997